ATTACHMENT A: AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Nebraska Commission for the Blind and Visually Impaired**, which hereinafter may be referred to as NCB, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and NCB to delineate NCB's cost allocation and resource sharing agreements, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, Nebraska Commission for the Blind and Visually Impaired, agrees to contribute direct partner costs for rent in the following manner:

NCB will not be physically collocating at the One Stop Career Center and does not incur any direct partner costs for rent.

2. The one stop partner, NCB, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system for the following items:

Cost: All system costs are to be shared equally as indicated below. When a cost is billed to each one stop partner by the City of Lincoln, an itemized billing statement of actual costs shall be provided on a quarterly basis and the one stop partner shall pay for items within 30 days of receipt of the request for payment.

Board Operations: There are 14 One Stop partners identified in the MOU serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment to be made to the City of Lincoln on a quarterly basis. Board operation costs include costs for board meetings, committee meetings, materials, postage, phone, copying and printing.

3. The one stop partner, NCB, agrees to utilize NWAS system software, when accessible for visually impaired or blind users, for registration purposes for one computer terminal located at NCB's main office in Lincoln, Nebraska. The Department of Labor, through the NWAS Steering Committee on an annual basis, will determine the user fee.

- **4. Responsibility for Funds**: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers', employees' or agents' actions or omissions under or relating to this Agreement.
- **5. Term**: This Agreement shall be in effect for the period beginning July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.
- **6. Amendments**: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.
- 7. Capacity: the undersigned person representing NCB does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind NCB to this Agreement.

IN WITNESS WHEREOF, NCB and Mayor Coleen Seng, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the day of ______, 2004.

Mayor Coleen Seng

City of Lincoln/Greater Lincoln

Workforce Investment Board

Nebraska Commission for the

Blind and Visually Impaired

Dr. Pearl Van Zandt Executive Director

Approved by:

James Linderholm, Chair

Greater Lincoln Workforce Investment Board

ATTACHMENT B: AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner Nebraska Commission for the Blind and Visually Impaired, which hereinafter may be referred to as NCB, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Nebraska Commission for the Blind and Visually Impaired to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, Nebraska Commission for the Blind and Visually Impaired, agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Outreach, Orientation and referral to the services available through the One Stop Career Center.
- b. Provide program performance information and program cost information on braille, technology equipment, independent living skills training and other appropriate information
- c. Providing information on the performance of the availability of supportive services and referral to those services where appropriate.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner, NCB, in the following manner:

Service: a. Outreach, Orientation and referral to the services available at the One Stop Career Center

Method of Delivery:

Informational Outreach: NCB will provide marketing materials, brochures and information regarding NCB services to be dispersed to all partners, tenants of the One Stop Center and eligible clients where appropriate and will participate and be listed on all printed materials regarding One Stop Services. NCB will provide a pamphlet describing the one stop system and the partner programs. NCB agrees to distribute customer surveys

as directed by the LWIB Board.

Orientation: NCB will be available to do orientations for NCB applicants regarding the services available at the One Stop Career Center.

Referral: NCB will refer clients to the One Stop Career Center for additional services.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

b. Providing program information and program cost information on NCB services

Method of Delivery: NCB will provide information to their clients on program information and program cost information.

Where the services will be provided: Information will be available at the One Stop Career Center, 1010 N Street, Lincoln, Nebraska through brochures and other marketing material accessible to the blind and visually impaired.

c. Providing information on the availability of supportive services

Method of Delivery: NCB will provide information to blind and visually impaired clients on support services at NCB and in the community. This information includes a wide spectrum of services including employment services, career counseling, and independent living skills training.

Where the service will be provided: Information will be available at the One Stop Career Center, 1010 N Street, Lincoln, Nebraska through brochures and other marketing material accessible to the blind and visually impaired.

- **3. Method of Referral**: The One Stop Partners have agreed in the umbrella MOU to provide for the referral of individuals for services by use of a common general information sheet, administered through the NWAS system, which will refer individuals to the appropriate partner for needed services.
- **4. Funding Source/Costs**: NCB's costs of providing the above referenced services through the one stop center, including without limitation all of its marketing material, personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.
- **5. Amendments**: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

- **6. Term**: This Agreement shall be in effect for the period beginning on July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.
- 7. **Termination**: Any party may withdraw from or terminate this Agreement by adhering to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB. and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.
- 8. Mutual Hold Harmless: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.
- 9. Independent Contractor: NCB shall perform their core services under this Agreement as an independent contractor. NCB has sole and exclusive charge and control of the manner and means of performance. NCB, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that NCB is not an employee of the Greater Lincoln Workforce Investment Board or the City of Lincoln and is not entitled to any City employee benefits.
- **10.** One Stop Management Council: NCB, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the One Stop Center.
- 11. One Stop Center Management: NCB, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. Capacity: The undersigned person representing NCB does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind NCB to this agreement.

IN WITNESS WHEREOF, NCB and Mayor Coleen Seng, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the day of _______, 2004.

Mayor Coleen Seng

City of Lincoln/Greater Lincoln/

Workforce Investment Board

Nebraska Commission for the Blind and Visually Impaired

Dr. Pearl Van Zandt

Executive Director

Approved by:

James Linderholm, Chair

Greater Lincoln Workforce Investment Board

Jim Linderholm Chairperson



Mayor Coleen J. Seng Chief Elected Official

March 9, 2005

GREATER LINCOLN WORKFORCE INVESTMENT BOARD

Carlos Servan Nebraska Commission for the Blind & Visually Impaired 4600 Valley Road, Suite 100 Lincoln, NE 68510

RE: Attachments A and B to the Memorandum of Understanding between Lincoln Workforce Investment Board and Nebraska Commission for the Blind & Visually Impaired, EO #70709

Dear Carlos:

Date

In accordance with the terms and conditions of the above referenced Attachments A and B to the Memorandum of Understanding, the City of Lincoln/Greater Lincoln Workforce Investment Board desires to renew said Attachments A and B to the Memorandum of Understanding (MOU) for one (1) additional term beginning July 1, 2005 through June 30, 2006.

It is understood that all terms and conditions of the original Attachments A and B to the Memorandum of Understanding will remain unchanged during the renewal term. For your own information and as a reminder, the Workforce Investment Act of 1998 (PL 105-220) remains in existence until repealed by the federal government. WIA is currently in the process of re-authorization before Congress. It is not clear when re-authorization will be finalized but expenditures under the 1998 Act are authorized through June, 2006. Thus, the terms and conditions of the Attachments are in reference to the current law.

As evidence of your agency's decision to renew the referenced MOU under said terms and conditions, please countersign below. Return three original letters on or before April 15, 2005 for processing care of Jan Norlander-Jensen, City of Lincoln, Urban Development, 808 P Street, Suite 400, Lincoln, NE 68508.

If your agency should choose not to renew this MOU, please state on your letterhead the reasons and return to the City of Lincoln/Greater Lincoln Workforce Investment Board at the above address.

Sincerely,

An Morlander Jensen

Counter Signature:

ACB //
One Stop Partner Agency Name

Mayor Coleen Seng City of Lincoln

Approved by:

App